

Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220

From: Juan Perez <jperez@mcm-gtmo.com>
Sent: Thursday, May 11, 2017 17:30
To: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220; Nelson, Darryl Q CIV NAVSUP FLC Jacksonville, 220
Cc: Martin Bryant; Stacey, Shawn L. CIV USN GTMO; Pedro R. Munilla; Daniel F. Munilla; Elliot Press; Juan Munilla
Subject: [Non-DoD Source] Continuing Violation of TE-9 By Seaward Services, Request for Clarification of 12 April 2017 Letter to Seaward
Attachments: MCM-KO-TE9-MAY11-2017.pdf

Dear Elaine & Darryl,

Seaward Services continues to violate TE-9. I have attached a letter advising you of this and included an email message received detailing the continued efforts to poach MCM's personnel notwithstanding both the contract provisions as well as the local labor laws of our Overseas Filipino Workers. I also had the opportunity to review the letter dated 12 April 2017 you had provided to Seaward which I obtained through FOIA regarding Seaward and TE-9, and am seeking clarification from your office on same.

The two main points of my correspondence are:

1. Confirmation at your office will enforce TE-9 and instruct Seaward to cease the violation of this clause. This would include instructing their employee to refrain from his "mission in Guantanamo" to "get all the people from MCM" for Seaward.
2. Confirmation that the Contracting Officer will not authorize any individual that is currently employed by MCM to perform under Seaward's Contract N68836-17-C-0001 before or AFTER the expiration of MCM's contract on 31 May 2017.

I look forward to your response.

Sincerely,

JUAN PEREZ

Director of GTMO Operations

CubaSignature

786-277-1466 USA; 011-5399-90131 NS GTMO Cuba MCM Port Operations-Guantanamo Bay, Cuba

PSC 1005 Box 58 FPO-AE, 09593-000 www.mcm-us.com <<http://www.mcm-us.com/>>



11 May 2017

Via Email

Darryl Nelson, Contracting Officer (darryl.nelson@navy.mil)
Elaine J. Florence, Contract Specialist (elaine.florence@navy.mil)
NAVSUP/FLC-Jacksonville
Contracts Division Building 110, 3rd Floor NAS
Jacksonville, FL 32212-0097

**Re: Continuing Violation of TE-9 by Seaward Services, Inc.
Planned Poaching of MCM Foreign Nationals by Seaward Services at NS
Guantanamo by Seaward's Proposed Senior Maintenance Engineer
Solicitation No. N68836-16-R-0003
Port Operations Services Naval Station at Guantanamo Bay, Cuba**

Dear Ms. Florence and Mr. Nelson:

Reference is made to my letter to you dated 10 April 2017, my correspondence sent to you on 23 March 2017, my correspondence sent to you on 19 March 2017, and my email to you dated 17 March 2017 regarding Seaward Services ("Seaward") continuing attempts to poach MCM's employees in violation of Paragraph 1.2.1.4, "Local Labor", of Technical Exhibit 9 ("TE-9") of the contract. Reference is also made to your letter of 12 April 2017 addressed to Seaward regarding same.

I would like to inform you of the latest in Seaward's attempts at poaching our on-base personnel in blatant violation of TE-9 that states that:

"Recruiting of labor and hiring Government or Contractor on-base employees by offering higher wages or other amenities is prohibited."

(b) (4)

A large black rectangular redaction box covers the majority of the lower half of the page, starting below the quoted text and ending above the footer.

(b) (4)

Paragraph No. 3 of your letter of 12 April 2017 addressed to Seaward stated that:

- "3. *Any incumbent MCM employee resigning as a result of Seaward's request prior to the expiration of MCM's contract on May 31, 2017 is a violation of Technical Exhibit 9. The Contracting Officer will not authorize any individual that is currently employed by MCM to perform under Seaward's Contract N68836-17-C-0001 prior to the expiration of MCM's contract on May 31, 2017.*"

The above does not reflect what the contract indicates under TE-9 and apparently invites Seaward to poach MCM's employees for authorized employment at Seaward's contract AFTER the expiration of MCM's contract on May 31, 2017. Paragraph 1.2.1.4, Local Labor, Technical Exhibit 9 states that: "Recruiting of labor and hiring Government or Contractor on-base employees by offering higher wages or other amenities is prohibited." This is clear and unambiguous language which serves to protect MCM at the Port Services contract as well as its other contracts at Naval Station Guantanamo such as the W.T. Sampson School, the BPA Ready Mix Concrete Plant, the N.S. Guantanamo Multiple Award Design/Build Construction Contract (MACC), and the BPA NAVFAC Contract. **The clause protects MCM and other contractors regardless of when their contract expires.**

Given the above and (b) (4)

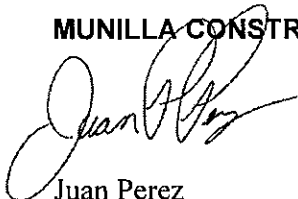
(b) (4)

1. Confirmation at your office will enforce TE-9 and instruct Seaward to cease the violation of this clause. This would include instructing their employee to refrain from his "mission in Guantanamo" to "get all the people from MCM" for Seaward.
2. Confirmation that the Contracting Officer will not authorize any individual that is currently employed by MCM to perform under Seaward's Contract N68836-17-C-0001 before or AFTER the expiration of MCM's contract on 31 May 2017.

I look forward to your immediate response.

Sincerely,

MUNILLA CONSTRUCTION MANAGEMENT, LLC



Juan Perez
Director of GTMO Operations

cc: Pedro Munilla, Esq.
Mr. Juan Munilla

Daniel Munilla, Corporate Counsel
Mr. Elliot Press
Karl Dix, Jr. Esq

Juan Perez

From: Martin Bryant
Sent: Thursday, May 11, 2017 12:58 PM
To: Juan Perez
Subject: FW: Gani

Juan,

(b) (4)

V/r

*Marty Bryant - Project Manager
MCM - Munilla Construction Management, LLC
Port Operation Services - U.S. Naval Station Guantanamo Bay
PSC 1005 Box 58 FPO AE 09593-0001
Mobile: 786-556-8026 Or 850-341-8192 | Office: Local 75200 | mbryant@mcm-gtmo.com*

From: John Louie Dela Sierra
Sent: Thursday, May 11, 2017 12:50 PM
To: Martin Bryant; Robert Hall
Subject: Gani

(b) (4)

JOHN LOUIE S. DE LA SIERRA

Work Control Clerk



Munilla Construction Management
Port Operation Services

PSC 1005 BOX 58 FPO AE 09593-0001
Guantanamo Bay, Cuba
Office: +1 (904) 982-6392 | Tel: 75200
Mobile: +1 (786) 547-2385
Email: jdelasierre@mcm-gtmo.com
Alternate Email: johnlouie19@gmail.com



NOTICE OF CONFIDENTIALITY: This message is intended for the use of the addressee and may contain information that is privileged and/or confidential. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of the information contained in this message is strictly unauthorized and prohibited. If you have received this message in error, please notify the sender by reply e-mail and delete the message from your system. Thank You.

— John Louie Samalca Dela Sierra: Port Operations Guantanamo Bay Cuba